

IN THE CIRCUIT COURT FOR CHARLES COUNTY, MARYLAND

JOSEPH KIMBLE PROPERTIES, LLC :

C/O Waldorf Body & Fender :

2590 Old Washington Road :

Waldorf, Maryland 20601 :

Plaintiff :

vs. :

STATE AUTO INSURANCE COMPANIES :

Serve: Maryland Insurance Commissioner :

Therese M. Goldsmith :

200 St. Paul Place, Suite 2700 :

Baltimore, MD 21202 :

Case No.: C/3-3463

and :

BAY AREA INSURANCE GROUP LLC :

Serve: Maryland Insurance Commissioner :

Therese M. Goldsmith :

200 St. Paul Place, Suite 2700 :

Baltimore, MD 21202 :

Defendants. :

COMPLAINT

COMES NOW the Plaintiff, JOSEPH KIMBLE PROPERTIES, LLC (hereinafter "KIMBLE"), by and through his attorneys, JONATHAN E. MARTIN, ESQUIRE, and the law offices of JAMES F. FARMER, P.A., and sues STATE AUTO INSURANCE COMPANIES (hereinafter "STATE AUTO"), Defendant, and sues BAY AREA INSURANCE GROUP LLC (hereinafter "BAY AREA"), Defendant, for his causes of action states as follows.

1. Plaintiff, KIMBLE, is a corporation incorporated in the State of Maryland, engaged in property ownership and rental, located in Waldorf, Charles County, Maryland.

2. Defendant, STATE AUTO, is incorporated in the State of Ohio, engaged in the

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business of contracting and providing commercial insurance within the State of Maryland.

3. Defendant, BAY AREA, is incorporated in the State of Maryland, engaged in the business of providing commercial insurance.

4. On or about December 30, 2012, KIMBLE purchased a policy, Policy Number BOP 2590431, of Commercial Insurance from BAY AREA, an agent for STATE AUTO, and paid a premium which would keep the policy in force for a period of twelve (12) months. The policy provided KIMBLE with coverage exceeding the amount claimed as damages in this case. A true and authentic copy of the declarations pages are attached hereto and incorporated herein as Exhibit "A".

5. The policy was to become effective from December 30, 2012 to December 30, 2013 and covered losses sustained at 2756 Old Washington Road, Waldorf, Maryland 20601.

COUNT ONE
(Breach of Contract)

6. On or about April 23 2013, through no fault of their own, KIMBLE sustained significant property damage as a result of a vandalism on the premises of 2756 Old Washington Road, Waldorf, Maryland 20601.

7. That in accordance with the Commercial Insurance Policy KIMBLE had with STATE AUTO, such a cause of loss was not excluded under the Covered Causes of Loss.

8. Upon discovery, KIMBLE reported the loss to STATE AUTO in accordance with the Policy requirement to timely notify.

9. STATE AUTO has since investigated the loss KIMBLE suffered on or about April 23, 2013, and has failed to fully reimburse KIMBLE for the covered loss in accordance with the Commercial Insurance Policy Number BOP 2590431 thereby materially breaching its

contract with Plaintiff KIMBLE.

10. KIMBLE as of the date of filing has incurred a loss of Eighty Seven Thousand Seven Hundred and Sixty Nine Dollars (\$87,769.00) as a result of the breach by STATE AUTO.

Wherefore, KIMBLE demands judgment against STATE AUTO in the sum of an amount exceeding Seventy Five Thousand Dollars (\$75,000.00) in compensatory damages, with interest and costs.

COUNT TWO
(Breach of Contract)

11. Plaintiff, KIMBLE, adopts by reference the allegations contained in paragraphs 1-10 of this Complaint with the same effect as if herein fully set forth herein.

12. On or about April 23 2013, through no fault of their own, KIMBLE sustained significant property damage as a result of a vandalism on the premises of the insured property 2756 Old Washington Road, Waldorf, Maryland 20601.

13. That in accordance with the Commercial Insurance Policy KIMBLE had with BAY AREA, such a cause of loss was not excluded under the Covered Causes of Loss.

14. Upon discovery, KIMBLE reported the loss to STATE AUTO in accordance with the Policy requirement to timely notify.

15. BAY AREA has since investigated the loss KIMBLE suffered on or about April 23 2013, and has failed to fully reimburse KIMBLE for the covered loss in accordance with the Commercial Insurance Policy Number BOP 2590431 thereby materially breaching its contract with Plaintiff KIMBLE.

16. KIMBLE has incurred a loss of Eighty Seven Thousand Seven Hundred and Sixty Nine Dollars (\$87,769.00) as a result of the breach by BAY AREA.

Wherefore, KIMBLE demands judgment against BAY AREA in the sum of an amount exceeding Seventy Five Thousand Dollars (\$75,000.00) in compensatory damages, with interest and costs.

COUNT THREE

(Breach of Contract - Respondeat Superior)

17. Plaintiff, KIMBLE, adopts by reference the allegations contained in paragraphs 1-16 of this Complaint with the same effect as if herein fully set forth herein.

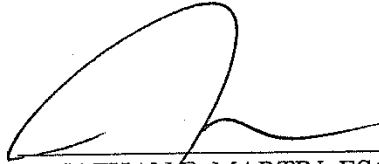
18. During all times herein mentioned, the Defendant, STATE AUTO, was the Principal of the Defendant, BAY AREA, and for the purposes of providing commercial insurance in Maryland, STATE AUTO undertook to provide such commercial insurance through BAY AREA.

19. At the time of the aforementioned breach of contract, the Defendant, BAY AREA, was acting within the scope and course of their responsibility as an agent, servant, and/or employee of the Defendant, STATE AUTO, and failed to perform their usual and customary duties in accordance with the Commercial Insurance Policy Number BOP 2590431.

20. The Defendant, STATE AUTO, is liable for the negligent and intentional acts and omissions of Defendant, BAY AREA, which were committed within the scope and course of their responsibility as an agent, servant, and/or employee of the Defendant, STATE AUTO.

Wherefore, KIMBLE demands judgment against BAY AREA in the sum of an amount exceeding Seventy Five Thousand Dollars (\$75,000.00) in compensatory damages, with interest and costs.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jonathan E. Martin', is written over a horizontal line.

JONATHAN E. MARTIN, ESQ.
JAMES F. FARMER, P.A.
Attorneys for Plaintiff
3475 Leonardtown Road, Suite 200
Waldorf, Maryland 20601
(301) 843-3890

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